"VPS 8"

DATED

1st September 2011

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

GROUND FLOOR FRONT FLAT 111-113 **FORTIS GREEN, LONDON N2 9HR**

between

THE LANDLORD

and

THE TENANT

THIS AGREEMENT is dated 1st September 2011

PARTIES

(1) **V & K PROPERTIES LIMITED** of Leytonstone House, Leytonstone IG11 1GA; **(Landlord)**.

(2) **KIRSTY CLARK** all of Ground Floor Front Flat 111-113 Fortis Green, London N1 9HR: **(Tenant)**.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agent: person or company responsible for letting or managing the property.

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: £1,200.00

First Rent Payment Date: 1st September 2011

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: if applicable the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: Ground Floor Front Flat, 111-113 Fortis Green, London N1 9HR

Rent: £1,200 per calendar month commencing 1st September 2011

Rent Payment Dates: 8th day of each calendar month.

Scheme Administrator: Insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: a fixed term of 24 months from 1st September 2011 to 1st September 2013.

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to an agreement is a reference to this agreement.

1.8 A reference to **writing** or **written** includes faxes and e-mail.

1.9 Any reference to Tenancy refers to the tenancy created under this agreement.

1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.12 References to clauses are to the clauses of this agreement.

1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.

1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.

2. GRANT OF THE TENANCY

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. CONTENTS

3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.

4. RENT

4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.

4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.

4.3 The Tenant shall pay interest at the rate of [4]% per annum above Barclays Bank plc base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.

4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. DEPOSIT

5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.

5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

(a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;

(b) replace any of the Contents which may be missing from the Property;

(c) pay any Rent which remains unpaid; and

(d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1.

6. TDS ARRANGEMENTS

6.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.

6.2 The Landlord will provide within 30 days of the Deposit being received] the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*).

6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord.

6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

7. USE OF PROPERTY

7.1 The Tenant shall only use the Property as a private residential dwelling for the use of the Tenant.

7.2 The Tenant shall not use the Property for the purposes of conducting a business.

7.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

7.4 The Tenant shall not do anything to or on the Property that:

(a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;

(b) involves using the Property for immoral or illegal purposes; or

(c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.

7.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

8. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

9. REPAIRS AND ALTERATIONS

9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage.

9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

9.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord.

10. UTILITIES AND OUTGOINGS

10.1 The Landlord shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

10.4 The Landlord shall pay for a television licence for the Property if a licence is required.

10.5 The Landlord shall also pay the Council tax for the Property.

10.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Landlord shall pay a fair proportion of all those costs.

11. LANDLORD'S COVENANTS

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 The Landlord shall insure the Property to its full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.

11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

(a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

(b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

(a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or

(b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

12. DEFAULT BY THE TENANT

12.1 The Landlord reserves the right to re-enter the Property if:

(a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

(b) the Tenant is declared bankrupt under the Insolvency Act 1986;

(c) the Tenant has breached the agreement; or

(d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

13.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

(a) to inspect the condition and state of repair of the Property;

(b) to carry out the Landlord's obligations under this agreement;

(c) to carry out repairs or alterations to the next door premises;

(d) to take gas, electricity or water meter readings;

(e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and

(f) to show prospective tenants or purchasers around the Property.

13.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

13.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

14. EXPIRY OF THE TENANCY

14.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

14.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

14.3 The Landlord has the right to recover possession of the Property if:

(a) the Tenancy has come to an end;

(b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and

(c) at least six months have passed since the date of this agreement.

14.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

14.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

15. NOTICES

15.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

(a) sent by first class post to the Landlord's address given in clause 15.4;

(b) left at the Landlord's address given in clause 15.4; or

(c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

15.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

(a) sent by first class post to the Property;

(b) left at the Property; or

(c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.

15.3 If a notice is given in accordance with *clause 15.1* or*clause 15.2* it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by first-class post, on the second Working Day after posting; or

(c) if sent by fax, at 9.00 am on the next Working Day after transmission.

15.4 The Landlord's address for service is V & K Properties Limited c/o 44 Great Eastern Street, London EC2A 3EP

16. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed by V & K PROPERTIES LIMITED .....

Signed by KIRSTY CLARK .....

DATED

1st September 2013

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

GROUND FLOOR FRONT FLAT 111-113 **FORTIS GREEN, LONDON** N2 9HR

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AGREED TERMS

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Deposit: £1,200.00

First Rent Payment Date: 1st September 2013

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Inventory and Schedule of Condition: if applicable the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: Ground Floor Front Flat, 111-113 Fortis Green, London N1 9HR

Rent: £1,300 per calendar month commencing 1st September 2013

Rent Payment Dates: 1st day of each calendar month.

Scheme Administrator: Insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: a fixed term of 24 months from 1st September 2013 to 1st September 2015.

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

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15.3 If a notice is given in accordance with *clause 15.1* or*clause 15.2* it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by first-class post, on the second Working Day after posting; or

(c) if sent by fax, at 9.00 am on the next Working Day after transmission.

15.4 The Landlord's address for service is V & K Properties Limited c/o 44 Great Eastern Street, London EC2A 3EP

16. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed by V & K PROPERTIES LIMITED .....

Signed by KIRSTY CLARK .....

DATED

3rd September 2015

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

GROUND FLOOR FRONT FLAT 111-113 **FORTIS GREEN, LONDON N2 9HR**

between

THE LANDLORD

and

THE TENANT

THIS AGREEMENT is dated 3rd September 2015

PARTIES

(1) **V & K PROPERTIES LIMITED** of Leytonstone House, Leytonstone IG11 1GA; (**Landlord**).

(2) **KIRSTY CLARK** all of Ground Floor Front Flat 111-113 Fortis Green, London N1 9HR: (**Tenant**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agent: person or company responsible for letting or managing the property.

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: £1,200.00

First Rent Payment Date:

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: if applicable the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: Ground Floor Front Flat, 111-113 Fortis Green, London N1 9HR

Rent: £1,350 per calendar month commencing 1st September 2015

Rent Payment Dates: 1st day of each calendar month.

Scheme Administrator: Insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: a fixed term of 24 months from 1st September 2015 to 1st September 2016.

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to an agreement is a reference to this agreement.

1.8 A reference to **writing** or **written** includes faxes and e-mail.

1.9 Any reference to Tenancy refers to the tenancy created under this agreement.

1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.12 References to clauses are to the clauses of this agreement.

1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.

1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.

2. GRANT OF THE TENANCY

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. CONTENTS

3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.

4. RENT

4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.

4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.

4.3 The Tenant shall pay interest at the rate of [4]% per annum above Barclays Bank plc base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.

4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. DEPOSIT

5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.

5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

(a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;

(b) replace any of the Contents which may be missing from the Property;

(c) pay any Rent which remains unpaid; and

(d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1.

6. TDS ARRANGEMENTS

6.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.

6.2 The Landlord will provide within 30 days of the Deposit being received] the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*).

6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord.

6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

7. USE OF PROPERTY

7.1 The Tenant shall only use the Property as a private residential dwelling for the use of the Tenant.

7.2 The Tenant shall not use the Property for the purposes of conducting a business.

7.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

7.4 The Tenant shall not do anything to or on the Property that:

(a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;

(b) involves using the Property for immoral or illegal purposes; or

(c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.

7.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

8. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

9. REPAIRS AND ALTERATIONS

9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage.

9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

9.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord.

10. UTILITIES AND OUTGOINGS

10.1 The Landlord shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

10.4 The Landlord shall pay for a television licence for the Property if a licence is required.

10.5 The Landlord shall also pay the Council tax for the Property.

10.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

11. LANDLORD'S COVENANTS

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 The Landlord shall insure the Property to its full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.

11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

(a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

(b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

(a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or

(b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

12. DEFAULT BY THE TENANT

12.1 The Landlord reserves the right to re-enter the Property if:

(a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

(b) the Tenant is declared bankrupt under the Insolvency Act 1986;

(c) the Tenant has breached the agreement; or

(d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

13.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

(a) to inspect the condition and state of repair of the Property;

(b) to carry out the Landlord's obligations under this agreement;

(c) to carry out repairs or alterations to the next door premises;

(d) to take gas, electricity or water meter readings;

(e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and

(f) to show prospective tenants or purchasers around the Property.

13.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

13.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

14. EXPIRY OF THE TENANCY

14.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

14.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

14.3 The Landlord has the right to recover possession of the Property if:

(a) the Tenancy has come to an end;

(b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and

(c) at least six months have passed since the date of this agreement.

14.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

14.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

15. NOTICES

15.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

(a) sent by first class post to the Landlord's address given in clause 15.4;

(b) left at the Landlord's address given in clause 15.4; or

(c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

15.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

(a) sent by first class post to the Property;

(b) left at the Property; or

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(a) if delivered by hand, at the time the notice is left at the proper address;

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Signed by KIRSTY CLARK .....